

LEGAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into effective this 1st day of July, 2023, by and between the CAMBRIAN SCHOOL DISTRICT, referred to as the "DISTRICT," and PARKER & COVERT LLP, hereinafter referred to as "Attorneys."

W I T N E S S E T H

WHEREAS, the DISTRICT desires to obtain from Attorneys certain legal services to be rendered at the request and direction of the governing board of the DISTRICT pursuant to Education Code section 35041.5; and

WHEREAS, the DISTRICT has determined that it is in the best interest of the DISTRICT to appoint Attorneys to represent DISTRICT in the matters that are hereinafter specified;

NOW THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. DISTRICT retains Attorneys for the purpose of providing specific legal services. For the purpose of requesting specific legal services, the Board President, the Superintendent or the Superintendent's designee is hereby designated as the DISTRICT's representatives in selecting the legal services to be rendered.

2. DISTRICT shall pay Attorneys for the services herein performed at the rates set forth in Exhibit "A" which is attached hereto and by this reference incorporated herein. These rates will be in effect from July 1, 2023 – June 30, 2025.

3. Attorneys shall perform the services herein provided at the rates set forth in said Exhibit.

4. DISTRICT shall also pay and reimburse Attorneys for any actual and necessary costs and expenses incurred in the course of handling such services. Actual and necessary costs and expenses include those charges that Attorneys directly incur including, but not limited to, filing fees,

1 reproduction of documents, toll telephone charges, messenger and delivery services, travel expenses
2 other than mileage costs, and court reporting costs.

3 5. Attorneys shall present statements for the services rendered pursuant hereto during the
4 preceding month, and DISTRICT shall pay the same within a reasonable time thereafter, which is
5 agreed to be within 45 days of receipt of attorneys' statement.

6 6. Attorneys shall serve under the terms of the Agreement at the pleasure of the
7 DISTRICT and the DISTRICT hereby reserves the right to terminate Attorneys upon written notice to
8 Attorneys.

9 7. Attorneys shall maintain at all times a policy of professional liability insurance
10 while representing and advising DISTRICT.

11 8. Upon DISTRICT's written request Parker & Covert LLP will, whether or not all
12 fees owing under this Agreement have been paid, make DISTRICT's file (with the exception
13 of Parker & Covert LLP's work product) available for pickup by the DISTRICT at Parker &
14 Covert LLP's office. Parker & Covert LLP may at any time request in writing that the
15 DISTRICT take possession of all or a portion of DISTRICT's files. If the DISTRICT does
16 not take possession within ninety (90) days after mailing of such request, Parker & Covert
17 LLP may thereafter destroy the files. In any case, Parker & Covert LLP is authorized to
18 destroy the files without notice five (5) years after termination of the matter or Parker & Covert
19 LLP's employment.

20 9. Attorneys reserve the right in their discretion to terminate this Agreement at any
21 time Attorneys deem necessary or advisable upon thirty (30) days written notice to DISTRICT.
22

23
24
25
26
27 In witness whereof, this Legal Services Agreement was duly approved by the
28

1 CAMBRIAN SCHOOL DISTRICT.

2 CAMBRIAN SCHOOL DISTRICT

3
4 Date: _____, 20__

5 By: _____

6 Title: _____

7
8 PARKER & COVERT LLP

9
10 *Parker & Covert*

11 Date: July 1, 2023

12 By: _____
13 Partner

14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A"

Rates 7/1/2023 to 6/30/2025

PARTNERS	\$265 per hour
ASSOCIATES	\$245 per hour
LAW CLERKS/PARALEGALS	\$150 per hour

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28